

RESOLUTION C-2016-10

**INTRODUCING: Mercer, Mosby,
& Adams
COMMITTEE: A.S.D.**

**A RESOLUTION APPROVING A MUTUAL AID ASSISTANCE
AGREEMENT WITH THE CITY OF HENDERSON**

WHEREAS, the City of Henderson, Kentucky, and the City of Evansville, Indiana, are geographically vulnerable to a variety of emergencies and disasters regarding large rivers and bodies of water; and

WHEREAS, the City of Evansville recognizes the importance and benefit of having an agreement with the City of Henderson to respond in a coordinated and efficient manner to restore the public safety, health, and welfare of a community stricken by an emergency or disaster regardless of location of that community; and

WHEREAS, the state law in Indiana and Kentucky allow municipalities to enter into mutual aid agreements to provide for coordination of communications for, training for, response to, and standby for planned events and emergency responses;

WHEREAS, the City of Henderson Fire Department operates a Dive Rescue Team that is of particular benefit to emergency response to water emergencies; and

WHEREAS, the City of Evansville Fire Department and the City of Henderson Fire Department operate fire rescue within their corporate limits and are willing to provide back-up emergency response to each other; and


WHEREAS, the Common Council of the City Evansville desires to approve the attached Mutual Aid Assistance Agreement between the City of Evansville and the City of Henderson setting forth the understanding between the parties.

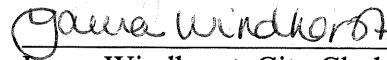
NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Evansville, Indiana, that the Mutual Aid Assistance Agreement, attached hereto as Exhibit A, between the City of Evansville and the City of Henderson is ratified, authorized, confirmed, and approved.

FILED
MAY 18 2016
Anna Widnow
CITY CLERK

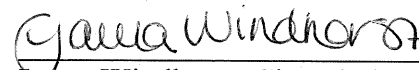
PASSED BY the Common Council of the City of Evansville, Indiana, on the 13 day of June, 2016, and on said day signed by the President of the Common Council and attested by the City Clerk.

ATTEST:


Missy Mosby
President of the Common Council


Laura Windhorst, City Clerk
City of Evansville, Indiana

Presented to me, the undersigned, City Clerk of the City of Evansville, Indiana, and to the Mayor of said City, the 14 day of June, 2016, at 2:30 o'clock P.m. for his consideration and action thereon.


Laura Windhorst, City Clerk
City of Evansville, Indiana

Having examined the foregoing ordinance, I do now, as Mayor of the City of Evansville, Indiana, approve said ordinance and return the same to the City Clerk this 15th day of JUNE, 2016, at 10:00 o'clock A.m.



Lloyd Winnecke, Mayor
City of Evansville, Indiana

EXHIBIT A

MUTUAL AID ASSISTANCE AGREEMENT

This agreement is between the City of Henderson and the City of Evansville. Each party agrees to provide mutual aid and assistance to other parties under the terms and conditions contained herein.

WHEREAS, the City of Henderson and the City of Evansville are geographically vulnerable to a variety of emergencies and disasters regarding large rivers and bodies of water; and

WHEREAS, the parties to this agreement recognize the importance of having each local entity which is a signatory of this agreement respond in a coordinated and efficient manner to restore the public safety, health, and welfare of a community stricken by an emergency or disaster regardless of location of that community; and

WHEREAS, Kentucky Revised Statutes authorizes Kentucky political subdivisions to enter into mutual aid agreements to provide for the coordination of, communications for, training for, response to and standby for planned events and emergency responses; and

WHEREAS, Indiana Code authorizes Indiana municipalities to enter into mutual aid agreements to provide for the coordination of communications for, training for, response to and standby for planned events and emergency responses; and

WHEREAS, the parties to this agreement have chosen to become a party to this agreement and wish to provide mutual aid and assistance to other parties in time of emergency or disaster; and

WHEREAS, as the City of Henderson Fire Department operates a Dive Rescue Team that is of particular benefit to emergency response to water emergencies; and

WHEREAS, as the City of Evansville Fire Department and the City of Henderson Fire Department operate fire rescue within their corporate limits and are willing to provide back-up emergency response to each other;

NOW, THEREFORE, ALL PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

As used in this agreement "Agreement" means this mutual aid agreement.

As used in this agreement "Aid and assistance" means personnel, equipment, facilities, services, supplies and other resources.

As used in this agreement "Authorized representative" means the employee of a party, who has been authorized in writing by that party, to request, to offer, or to otherwise provide aid and assistance under the terms of this agreement.

As used in this agreement "Disaster" means any incident or situation declared as such by executive order of the Governor of Kentucky, Governor of Indiana, or the President of the United States pursuant to federal law, as a result of an occurrence or imminent threat of widespread or severe damage, injury or loss of life or property, resulting from any natural, technological, or man-made emergency situation, including incidents caused by accident, military or paramilitary cause.

As used in this agreement "Emergency" means any incident or situation which poses a major threat to public safety so as to cause, or threaten to cause, loss of life, serious injury, significant damage to property, or major harm to public health or the environment and which a local emergency response agency determines is beyond its capabilities.

As used in this agreement "Incident Commander" means the individual of recipient who is charged with managing the response to the disaster or emergency at issue.

As used in this agreement "Local Emergency Declaration" means the written document signed by the chief executive officer of a local entity that specifies and attests that a disaster or emergency has occurred and the resulting emergency situation is beyond the capability of the local entity to manage using all local resources within its geographical limits.

As used in this agreement "Local Emergency Management Agency", as that term applies within the state of Kentucky, means the organizational unit of a city, county, urban-county, or charter county government, created pursuant to Kentucky Revised Statutes Chapter 39B, with primary jurisdiction, responsibility, and authority for all emergency management program activities within the geographical boundaries of a party.

As used in this agreement "Local entity," as the term is used within the Commonwealth of Kentucky, means a county, urban-county, charter-county, city, or other general or special purpose unit of government created pursuant to the Kentucky Revised Statutes with the express power and authority to enter into and execute a contract and "Local entity," as the term is used within the State of Indiana, means a political subdivision as used in IC 36-1-2-12 in reference to an Indiana unit of government with the express power and authority to enter into and execute a contract.

As used in this agreement "Party" means a local entity that has officially approved and adopted this agreement by resolution of its governing body. Within either state, the term may also may include a private organization such as an Emergency Medical Service organization that may enter into the agreement in order to participate in the mutual aid agreement as a provider of mutual aid. Such a private organization must be incorporated or otherwise possess the express power and authority to enter into and execute a contract.

As used in this agreement "Provider" means a party that furnishes, or is requested to furnish, aid and assistance to a recipient pursuant to this agreement.

As used in this agreement "Recipient" means a party that requests or receives aid and assistance from a provider pursuant to this agreement.

As used in this agreement, "Emergency Responder" means a person who is required to possess a license, certificate, permit, or other official recognition for the person's expertise in a particular field or area of knowledge; and whose assistance is desirable during an emergency. The term includes, but is not limited to, the following:

1. Firefighters, hazardous materials personnel, specialized rescue personnel, extrication personnel, water rescue personnel, and other specialized personnel;
2. Emergency medical services personnel;
3. Physicians;
4. Nurses;
5. Mental health practitioners, veterinary practitioners, and other public health practitioners;
6. Emergency management personnel; and
7. Public works personnel.

As used in this agreement, the term "political subdivision," as used in reference to a Kentucky unit of government has the same meaning as in KRS 39D.040 and as used in IC 10-14-6.5-3.

SECTION II. INITIAL RECOGNITION OF PRINCIPLES BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

As this agreement is a reciprocal contract, it is recognized that any party to this agreement may be requested by another party to be a provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this agreement shall not be construed to impose an unconditional obligation on any party to this agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when a party is requested to provide aid and assistance, it may in good faith deem itself unavailable to be a provider when the resources being requested are necessary to provide reasonable and adequate protection for its own citizens. A party unable to honor a request for aid and assistance will so inform the party initiating a request.

Given the finite resources of any party and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other local entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Likewise, the parties fully recognize that there is ample public purpose for entering into this agreement, and accordingly shall attempt to render assistance in accordance with the terms of the agreement to the fullest extent possible.

All functions and activities performed under this agreement are hereby declared to be governmental functions. Functions and activities performed under this agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this agreement for any cause whatsoever. All immunities provided by Kentucky and Indiana law shall be fully applicable to the respective parties.

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within a recipient's disaster or emergency-stricken area are deemed inadequate by a recipient. In these instances, a recipient may request mutual aid and assistance by communicating a request to a provider, indicating the request is made pursuant to this mutual aid agreement. All requests for mutual aid and assistance shall be transmitted by a recipient's authorized representative or local emergency management agency as set forth below. A list of authorized representatives for each party shall be attached to the officially-approved and adopted copy of this agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.

- A. **METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE:** A recipient shall initiate a request as follows:
 - 1. **REQUESTS ROUTED THROUGH A RECIPIENT'S LOCAL EMERGENCY MANAGEMENT AGENCY:** A recipient may directly contact the local emergency management agency that serves the recipient's geographical area of operation and provide the information referenced in paragraph B of Section III. The local emergency management agency shall then contact provider parties on behalf of a recipient to coordinate the provision of mutual aid and assistance.
 - 2. **REQUESTS MADE DIRECTLY TO A PROVIDER:** A recipient may directly contact a provider's authorized representative, setting forth the information referenced in paragraph B of Section III. All communications shall be conducted directly between a recipient and provider. A provider and a recipient using this option shall be responsible for keeping their respective local emergency management agencies advised of the status of response activities, in a timely manner.
- B. **REQUIRED INFORMATION:** Each request for aid and assistance shall be accompanied by the following information, in writing or by other available means, to the extent known:

1. Aid and Assistance: The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
 2. Provider's Traveling Employee Needs: Unless otherwise specified by a recipient, it is mutually understood that a recipient will provide for the basic needs of provider's traveling employees, including but not limited to food, water and sanitary facilities. Further, if an overnight stay is required, a recipient shall house in addition to feeding the provider's personnel at the recipient's sole cost and expense.
 3. Meeting Time and Place: An estimated time and a specific place for a representative of a recipient to meet the personnel and resources of any provider.
- C. STATE AND FEDERAL ASSISTANCE: A recipient shall be responsible for coordinating all requests for state or federal assistance with the local emergency management agency with jurisdiction.
- D. List of Authorized Representatives: The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be authorized representative.

SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE.

When contacted by a recipient or a local emergency management agency regarding a request for aid and assistance, a provider's authorized representative shall assess the provider's own local situation in order to determine the availability of personnel, equipment and other resources. If a provider's authorized representative determines that the provider has available resources, a provider's authorized representative shall so notify the recipient or the local emergency management agency (whichever communicated the request). A Provider shall submit an acknowledgment of a request for aid and assistance received from a recipient or a local emergency management agency. If the acknowledgment is oral, then it must be followed up within seven (7) working day by a written acknowledgement. The written acknowledgement must indicate a provider's decision to either render aid and assistance or to reject a request and shall be transmitted by the most efficient and practical means to a recipient or a local emergency management agency. A provider's acknowledgment shall contain the following information:

- a. In response to the items contained in the request, a description of the personnel, equipment and other resources available;
- b. The projected length of time such personnel, equipment and other resources will be available to serve a recipient particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section (Section VI) of this agreement).
- c. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the recipient; and
- d. The name of the person(s) to be designated as the provider's supervisory personnel (pursuant to the Supervision and Control" section (Section V) of this agreement).

When a provider's submits a written acknowledgement to a local emergency management agency, the local emergency management agency shall notify a recipient's authorized representative and forward the information received from a provider. A recipient or a local emergency management agency shall respond

to a provider's written acknowledgment by executing and returning a copy of the request form to a provider by the most efficient practical means, maintaining a copy for its file.

SECTION V. SUPERVISION AND CONTROL

A provider shall designate supervisory personnel among its employees sent to render aid and assistance to a recipient. As soon as practical, a recipient shall assign work tasks to a provider's supervisory personnel and, unless specifically instructed otherwise, a recipient shall have the responsibility for coordinating communications between a provider's supervisory personnel and a recipient. A recipient shall provide necessary credentials to a provider's personnel authorizing them to operate on behalf of a recipient.

Based upon the assignments set forth by a recipient, a provider's supervisory personnel shall:

- a. Have the authority to assign work and establish work schedules for a provider's personnel. Further, have direct supervision and control of a provider's personnel, equipment and other resources which shall, at all times, remain with a provider's supervisory personnel. A provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, a provider shall notify a recipient accordingly. It is expressly understood that this may involve a recipient providing radio frequencies to a provider while a provider is assisting a recipient;
- b. Maintain daily personnel time records, material records and a log of equipment hours; and;
- c. Report work progress to the Incident Commander or his designee at mutually agreed upon intervals.

SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; REVIEWABILITY; RECALL

The duration of a provider's assistance shall be for the period agreed upon by the authorized representatives of a provider and a recipient.

As noted in Section II of this agreement, a provider's personnel, equipment and other resources shall remain subject to recall by a provider to provide for its own citizens if circumstances so warrant.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that if either of the City Fire Departments, including the City of Henderson Dive Rescue Team, is utilized in the other jurisdiction, then the requesting entity (recipient) may be required to pay to the provider reasonable and documented expenses incurred by the provider as a result of extending assistance to a recipient. The terms and conditions governing reimbursement for any assistance provided under this agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by a recipient and a provider.

- A. **Record Keeping** - A recipient or its representative local emergency management agency, shall provide information, directions and assistance for record keeping to provider's personnel. A provider shall maintain records and submit invoices for reimbursement by a recipient in accordance with the procedures and format used or required by FEMA publications, including 44 C.F.R. Part 13 and applicable Office of Management and Budget (OMB) Circulars.
- B. **Payment; Other Miscellaneous Matters as to Reimbursement** - The reimbursement costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. Part 206. A recipient shall pay the bill or advise of any disputed items, not later than

sixty (60) days following the billing date. These time frames may be modified in writing by mutual agreement.

- C. The Office of the Controller of the City of Evansville shall be responsible for the disbursement and accounting of all funds from the City of Evansville to the City of Henderson upon receipt of invoices documenting expenses incurred in accordance with this agreement. The City of Henderson Finance Department shall be responsible for disbursement and accounting of all funds from the City of Henderson to the City of Evansville upon receipt of invoices documenting expenses incurred in accordance with this agreement. Any Federal funding received jointly by the parties to this agreement shall be received, disbursed and accounted for by the Office of the Controller of the City of Evansville in accordance with applicable law.

SECTION VIII. RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

In accordance with IC 10-14-6.5-6 and Kentucky Revised Statutes, Chapter 39B, whenever a provider's employees are rendering aid and assistance pursuant to this agreement, such employees shall retain the same powers, duties, immunities and privileges they would ordinarily possess if performing their duties within the geographical limits of a provider.

SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

- A. In accordance with IC 10-14-6.5-7 and Kentucky Revised Statutes Chapter 39B, Emergency Responders from outside Indiana rendering mutual aid within Indiana under a mutual aid agreement authorized by this chapter remain employees and agents of their respective employers and jurisdictions. This mutual aid agreement does not create an employment relationship between the jurisdiction requesting aid and the employees and agents of the jurisdiction rendering aid.

SECTION X. AMENDMENTS

- (1) Approval and adoption of the agreement by the governing body of a party to this agreement and the signature of a party's chief executive officer; and
- (2) Submission of a copy of an approved and adopted agreement, along with approved minutes of the legally constituted meeting at which the agreement was approved, to the Kentucky Division of Emergency Management.

SECTION XI. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days written notice by a party as set forth below. Thereafter, this agreement shall continue to be binding upon the parties in subsequent years and shall be considered to renew automatically from year to year, unless terminated by written notification as provided above. A party terminating their participation in this agreement shall submit a copy of their written termination notice to the other party or parties to the agreement. A party's termination of this agreement shall not affect a party's reimbursement obligations or any other liability or obligation incurred under the terms of this agreement. Once a termination is effective, a terminated entity shall no longer be a party to this agreement, but this agreement shall continue to be in force among the remaining parties.

SECTION XII. HEADINGS

The headings of various sections and subsections of this agreement have been inserted for convenient reference only and shall not be construed as modifying, amending or affecting in any way the express terms and provisions of this agreement.

SECTION XIII. SEVERABILITY

Should any clause, sentence, provision, paragraph or other part of this agreement be judged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this agreement. Each of the parties declares that it would have entered into this agreement irrespective of the fact that any one or more of this agreement's clauses, sentences, provisions, paragraphs or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s) or other part(s) invalidated.

SECTION XIV. EFFECTIVE DATE, APPROVAL AND ADOPTION

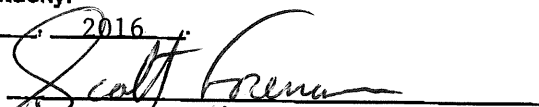
This agreement shall take effect upon approval and adoption of the following resolution by each of the entities seeking to become a party to the agreement and is effective in Kentucky upon proper approval and execution by the appropriate Kentucky local entity and in Indiana _____. Upon final approval(s) and signature(s), a completed copy of this agreement shall be furnished to the Kentucky Division of Emergency Management.

BE IT RESOLVED BOARD OF COMMISSIONERS OF THE CITY OF HENDERSON that the foregoing Mutual Aid and Assistance Agreement between the City of Henderson, and the City of Evansville is hereby approved and adopted, and THAT the City of Henderson Mayor and the Fire Chief are hereby authorized to execute the agreement and to request, offer, or otherwise provide aid and assistance under the terms of the agreement for, and on behalf of the City of Henderson a public entity established under the laws of the Commonwealth of Kentucky.

Passed and approved this 12th day of July, 2016.



Steve Austin, Mayor



Scott Foreman, Fire Chief

CERTIFICATION

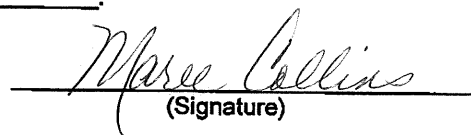
I, Maree Collins, duty appointed Henderson City Clerk
(Title)

of Henderson, do hereby certify that the above is a true and correct copy of a
(City, County, or Other Entity)

resolution passed and approved by the Henderson ~~or~~ Board of Commissioners
(City, County, or Other Entity) (Public Entity)

on the 12th day of July, 2016.

Henderson City Clerk
(Official Position)


(Signature)

BE IT RESOLVED CITY COUNCIL OF THE CITY OF EVANSVILLE that the foregoing Mutual Aid and Assistance Agreement between the City of Henderson and the City of Evansville is hereby approved and adopted, and THAT the City of Evansville and the Mayor of Evansville and the Fire Chief of Evansville are hereby authorize to execute the agreement and to request, offer or otherwise provide aid and assistance under the terms of the agreement on behalf of the City of Evansville.

Passed and approved this 13 day of June, 2016.
[Signature] Mayor [Signature] FIRE CHIEF
Name and Title Name and Title

CERTIFICATION

I, Laura Windhorst, duty appointed City Clerk
(Title)
of Evansville, do hereby certify that the above is a true and correct copy of a
(City, County, or Other Entity)
resolution passed and approved by the Evansville of City Council
(City, County, or Other Entity) (Public Entity)
on the 13 day of June, 2016.
Evansville City Clerk [Signature]
(Official Position) (Signature)



CITY OF EVANSVILLE
Board of Public Safety
Civic Center Complex, Room 301
Evansville, IN 47708
812.436.7897

PASSED AND APPROVED by the City of Evansville Board of Public Safety, Evansville, Vanderburgh County, Indiana, this 27 day of April, 2016.

City of Evansville Board of Public Safety

A handwritten signature in cursive script, reading "JoAnne Smith", written over a horizontal line.

JoAnne Smith, President

A handwritten signature in cursive script, reading "Michael Retter", written over a horizontal line.

Michael Retter, Vice President

A handwritten signature in cursive script, reading "Mike Lauderdale", written over a horizontal line.

Mike Lauderdale, Member

Board of Public Safety
Evansville, Indiana

JoAnne Smith, President
Michael Retter, Vice President
Clay Havill, Counsel Attorney

RESOLUTION NO. 41-16

RESOLUTION APPROVING A MUTUAL AID ASSISTANCE
AGREEMENT WITH THE CITY OF EVANSVILLE

WHEREAS, the City of Evansville, Indiana and the City of Henderson, are geographically vulnerable to a variety of emergencies and disasters regarding large rivers and bodies of water; and

WHEREAS, the City of Henderson recognizes the importance and benefit of having an agreement with the City of Evansville to respond in a coordinated and efficient manner to restore the public safety, health, and welfare of a community stricken by an emergency or disaster regardless of location of that community; and

WHEREAS, the state law in Indiana and Kentucky allow municipalities to enter into mutual aid agreements to provide for coordination of communications for, training for, response to, and standby for planned events and emergency responses; and

WHEREAS, the City of Henderson's Fire Department operates a Dive Rescue Team that is of particular benefit to emergency response to water emergencies; and

WHEREAS, the City of Evansville Fire Department and the City of Henderson Fire Department operate fire rescue within their corporate limits and are willing to provide back-up emergency response to each other; and

WHEREAS, the Board of Commissioners of the City of Henderson desires to approve the attached Mutual Aid Assistance Agreement between the City of Evansville and the City of Henderson setting forth the understanding between the parties.

NOW, THEREFORE, BE IT RESOLVED by the City of Henderson, Kentucky, that the Mutual Aid Assistance Agreement, attached hereto as Exhibit A, between the City of Evansville and the City of Henderson is ratified, authorized, confirmed, and approved, and the Mayor is hereby authorized and directed to execute said Agreement on behalf of the City.

On motion of Commissioner Jan Hite, seconded by Commissioner Robert M. Mills, that the foregoing Resolution be adopted, the vote was called. On roll call the vote stood:

Commissioner Mills: AYE
Commissioner Johnston: AYE
Commissioner Hite: AYE

Commissioner Royster: AYE
Mayor Austin: AYE

WHEREUPON, Mayor Austin declared the Resolution adopted, affixed his signature and the date thereto and ordered that the same be recorded.

ATTEST:

Marce Collins
Marce Collins, City Clerk

Steve Austin
Steve Austin, Mayor
Date: July 12, 2016

**APPROVED AS TO FORM AND
LEGALITY THIS 5 DAY OF
JULY, 2016.**

By:

Dawn S. Kelsey
Dawn S. Kelsey
City Attorney

Steve Austin, Mayor

Commissioners:

Jan M. Hite

Jesse L. Johnston IV

Robert M. Mills

X Robert Royster, III



The City of Henderson

P.O. Box 716
Henderson, Kentucky 42419-0716

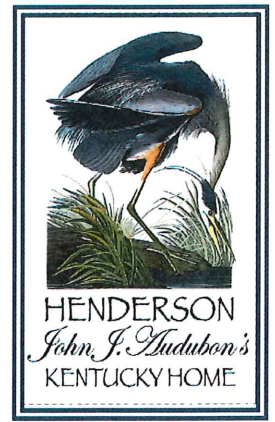
Russell R. Sights, City Manager

William L. Newman, Jr., Assistant City Manager

Dawn S. Kelsey, City Attorney

Maree Collins, City Clerk

Donna Stinnett, Public Information Officer



CERTIFICATE OF CITY CLERK

I, Maree Collins, hereby certify that I am duly qualified and acting City Clerk of the City of Henderson, Kentucky, that the foregoing Resolution is a true copy of Resolution No. 41-16, introduced, read, enacted, and adopted at a properly convened meeting of said City on July 12, 2016, signed by the Mayor and attested by me as City Clerk, as shown by the official records in my custody and under my control, and that said Resolution appears as a matter of public record in the official records of said City.

I further certify that said meeting was duly held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820, and 61.823, that a quorum was present at said meeting, that said Resolution has not been modified, amended, revoked, or repealed and that same is now in full force and effect.

IN WITNESS WHEREOF, I have hereto set my hand as City Clerk and the official seal of the City this 15th day of July 2016.


Maree Collins, City Clerk

(Seal of City)

